

Store #590

VISIBILITY EASEMENT

STATE OF NEBRASKA §
 §
COUNTY OF DOUGLAS §

THIS VISIBILITY EASEMENT (this "Easement") is made and entered into as of this 11th day of January, 2018, by and between JERRY PALMER HOMES INC., a Nebraska corporation (hereinafter "Grantor"), and QUIKTRIP CORPORATION, an Oklahoma corporation (hereinafter "QuikTrip").

WITNESSETH:

WHEREAS, Grantor is the owner, in fee simple, of that certain parcel of land located in Douglas County, Nebraska, and more particularly described on Exhibit A attached hereto (the "Grantor Property"); and

WHEREAS, QuikTrip is the owner, in fee simple, of that certain parcel of land located in Douglas County, Nebraska, and more particularly described on Exhibit B attached hereto (the "QuikTrip Property"); and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property a visibility easement across, over and through the Grantor Property for the purpose of providing unobstructed visibility over, across and through the easement area to the QuikTrip Property all as shown on Exhibit C attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Visibility Easement. Grantor hereby grants and conveys to QuikTrip, its successors and assigns, and the QuikTrip Property a permanent visibility easement for the benefit of the QuikTrip Property over, across, upon and through that portion of the Grantor Property shown with diagonal lines and labeled as the "QuikTrip Visibility Easement" on Exhibit C (the "QuikTrip Visibility Easement"). The QuikTrip Visibility Easement shall provide for

unobstructed visibility to the QuikTrip Property. Grantor shall not construct any above-grade improvements **that exceed, or may exceed, five feet (5') in height** within the QuikTrip Visibility Easement. Prior to installing any signage, berming, trees or landscaping within the QuikTrip Visibility Easement **that exceed, or may exceed, five feet (5') in height**, Grantor shall obtain QuikTrip's written approval **which shall not be unreasonably withheld**. QuikTrip's approval as outlined herein, can be withheld at QuikTrip's sole discretion. **The determination of the five foot (5') limitation shall be based upon an elevation and grade baseline that is level with the then existing elevation of that portion of Maple Street abutting the Grantor Property, such that the restrictions in this Easement shall restrict only any improvements that exceed five feet (5') in height above the then existing grade and elevation of Maple Street.**

2. Title. Grantor does hereby covenant and represent that it is lawfully seized with a valid fee simple title in the Grantor Property and has the right and authority to convey the easement herein granted.

3. Miscellaneous. The Easement granted herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors-in-title. This Easement is binding upon the parties hereto and their heirs, successors and assigns and may not be amended or modified except in writing signed by the parties hereto or their heirs, successors or assigns. **The terms of this Easement shall be subject to the terms of the noise attenuation easement currently encumbering the Grantor Property established under the preliminary Plat dated May 21, 2015, and to any and all prior restrictions, requirements, covenants, or other agreements which are of record as of the date hereof.**

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first above written.

"Grantor"

"QuikTrip"

JERRY PALMER HOMES INCORPORATED

QUIKTRIP CORPORATION

By: *Herald E Palmer*
Name
Title **DRES**

By: _____
Jason Acord
Division Real Estate Manager

STATE OF ARIZONA

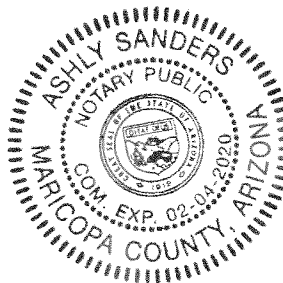
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COUNTY OF MARICOPA

This instrument was ACKNOWLEDGED before me on January 9, 2018 by Gerald E. Palmer, President of Jerry Palmer Homes, Incorporated, a Nebraska corporation.

Ashly Sanders

Notary Public



My commission expires: 2-4-2020

STATE OF _____ §

§
§

COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me on January __, 2018 by _____.

Notary Public

My commission expires: _____

unobstructed visibility to the QuikTrip Property. Grantor shall not construct any above-grade improvements **that exceed, or may exceed, five feet (5') in height** within the QuikTrip Visibility Easement. Prior to installing any signage, berming, trees or landscaping within the QuikTrip Visibility Easement **that exceed, or may exceed, five feet (5') in height**, Grantor shall obtain QuikTrip's written approval **which shall not be unreasonably withheld**. QuikTrip's approval as outlined herein, can be withheld at QuikTrip's sole discretion. **The determination of the five foot (5') limitation shall be based upon an elevation and grade baseline that is level with the then existing elevation of that portion of Maple Street abutting the Grantor Property, such that the restrictions in this Easement shall restrict only any improvements that exceed five feet (5') in height above the then existing grade and elevation of Maple Street.**

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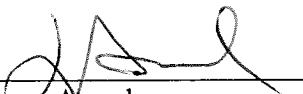
"Grantor"

"QuikTrip"

JERRY PALMER HOMES INC.

QUIKTRIP CORPORATION

By: _____
Name
Title

By: 
Jason Acord
Division Real Estate Manager

STATE OF Kansas

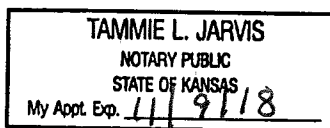
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COUNTY OF Johnson

This instrument was ACKNOWLEDGED before me on January 10, 2018 by Jason Acord

Tammie L. Jarvis
Notary Public

My commission expires: 11/9/18



STATE OF _____ §

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§

COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me on January __, 2018 by _____

Notary Public

My commission expires: _____

Exhibit "A"
"Grantor Property"

GINGER CREEK LOT 3 BLOCK 0 LT 3 225112 SQFT

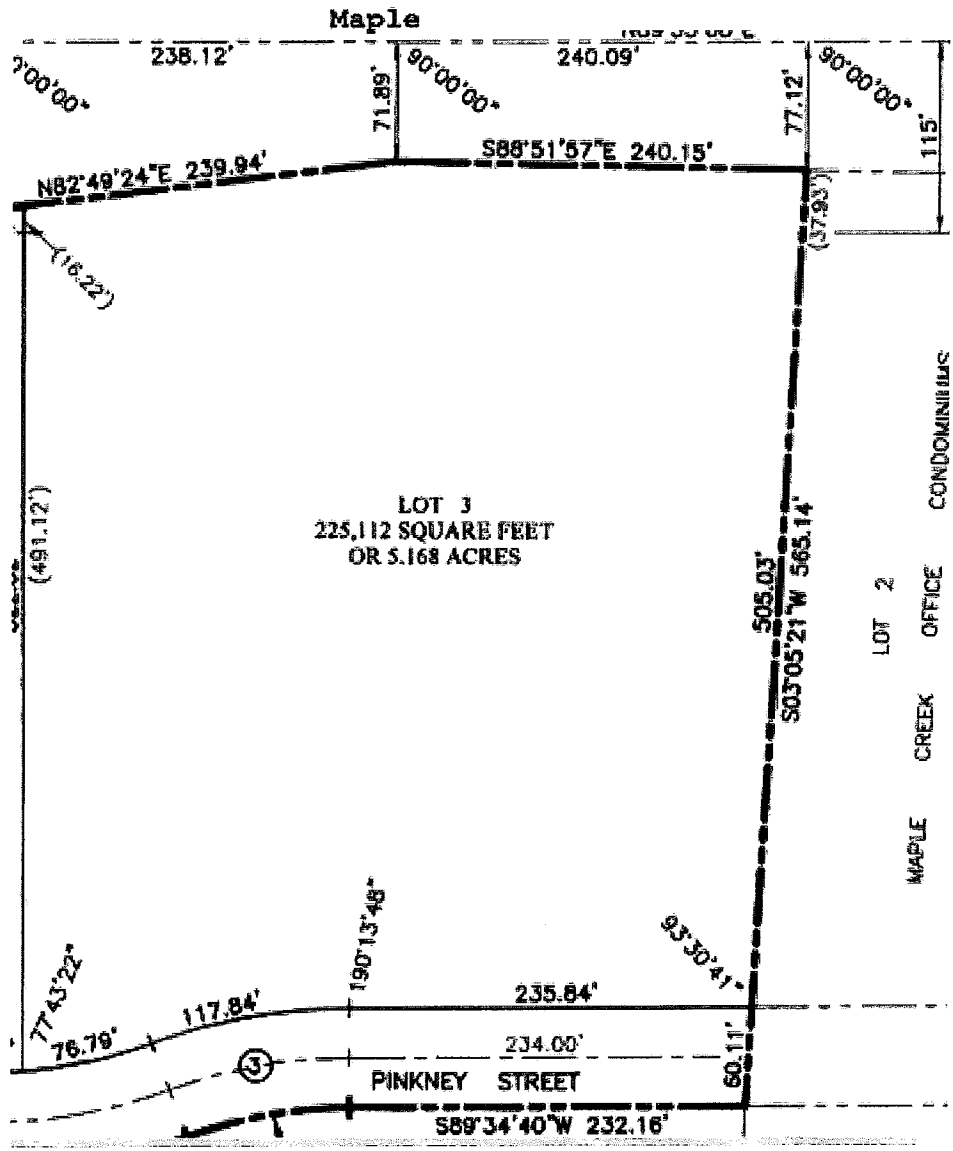
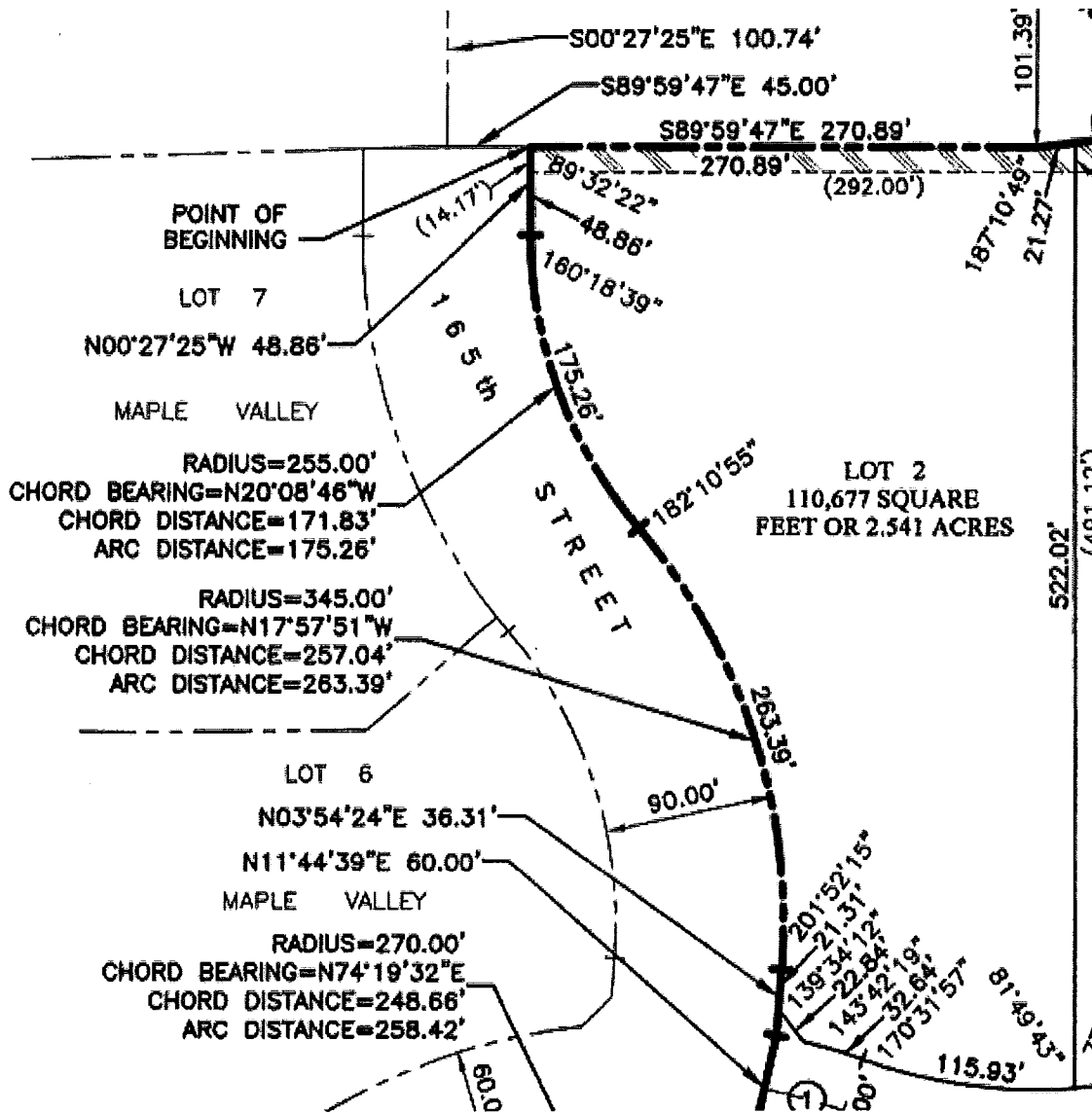


Exhibit "B"
"QuikTrip Property"

GINGER CREEK LOT 2 BLOCK 0 LT 2 110677 SQFT



EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT VISIBILITY EASEMENT OVER THAT PART OF LOT 3, GINGER CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS;

BEGINNING AT A 5/8" REBAR AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 82°51'03" EAST (BEARINGS REFERENCED TO THE DOUGLAS COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 218.67 FEET ON THE NORTH LINE OF SAID LOT 3;

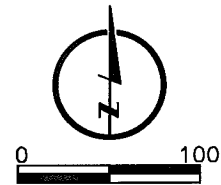
THENCE SOUTH 88°50'18" EAST FOR 240.15 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 3 TO THE EAST LINE OF SAID LOT 3;

THENCE SOUTH 80°59'56" WEST FOR 462.39 FEET TO THE WEST LINE OF SAID LOT 3;




THENCE NORTH 00°25'37" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING.

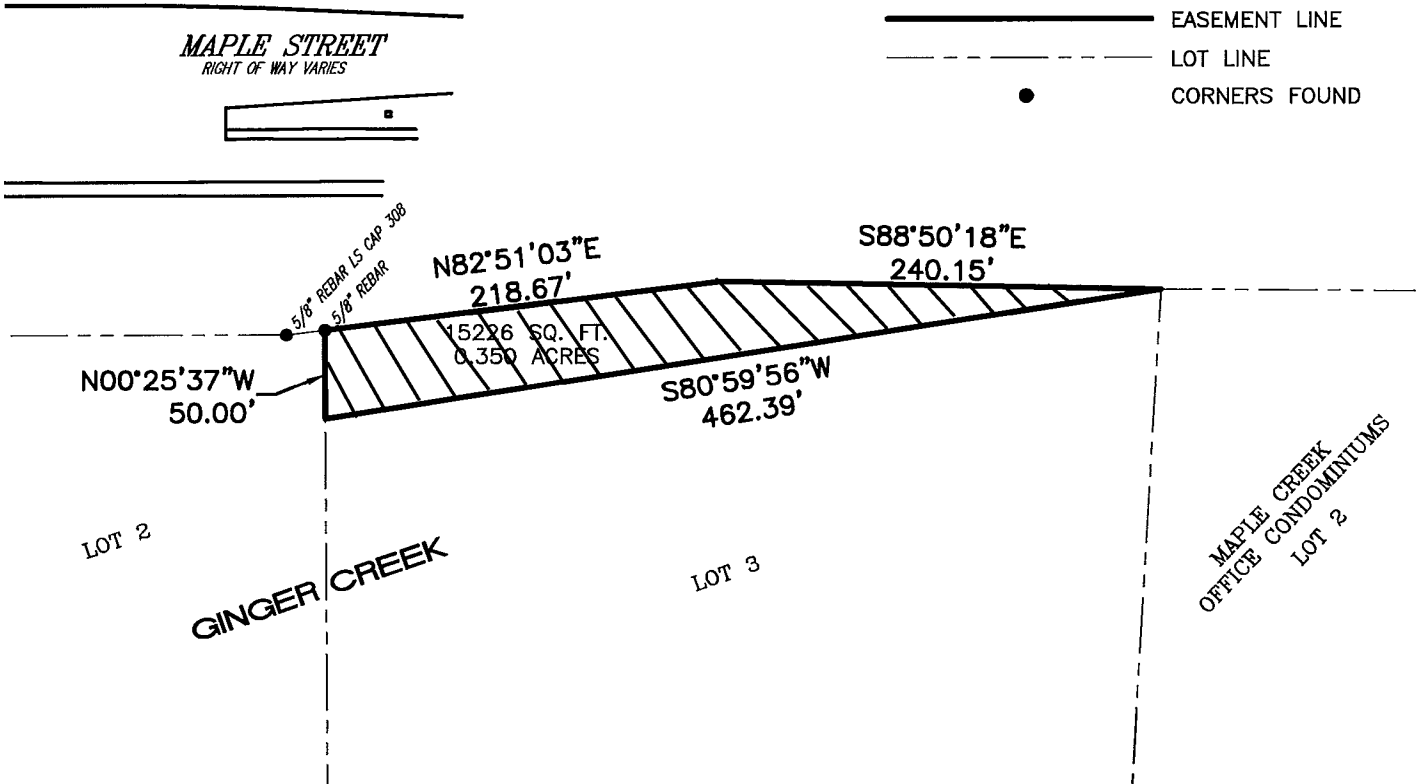
CONTAINS 15,226 SQUARE FEET OR 0.350 ACRES.

Exhibit "C"
"QuikTrip Visibility Easement"



LEGEND

-  EASEMENT LINE
-  LOT LINE
-  CORNERS FOUND



**LAMP RYNEARSON
& ASSOCIATES**

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www.LRA-Inc.com

| DRAWN BY | DESIGNED BY | REVIEWED BY | PROJECT - TASK NUMBER | DATE | BOOK AND PAGE | REVISIONS |
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